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6 *Attorneys for Defendant,*  
7 *State Farm Mutual Automobile Insurance Company*

8 **UNITED STATES DISTRICT COURT**  
9 **DISTRICT OF NEVADA**

10 CODY FURROW,

11 Plaintiff,

12 vs.

13 STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY; DOE INDIVIDUALS  
14 I-X, inclusive; and ROE CORPORATIONS I-X,  
inclusive,

15 Defendants.

CASE NO.: 2:18-cv-01776-JCM-PAL

**STIPULATION AND ORDER FOR  
REMAND, DISMISSAL OF EXTRA-  
CONTRACTUAL CLAIMS WITH  
PREJUDICE, AND CAP ON DAMAGES  
AT \$50,000**

16  
17 This Stipulation and Order for Remand, Dismissal of Extra-Contractual Claims With Prejudice, and  
18 Cap on Damages at \$50,000 (hereinafter "Agreement") is entered into by Plaintiff, Cody Furrow,  
19 ("Plaintiff"), and Defendant, State Farm Mutual Automobile Insurance Company ("State Farm"),  
20 (collectively referred to as the "Parties"), as an alternative method of resolving a dispute that has allegedly  
21 arisen from an February 7, 2017, automobile accident and subsequent claims handling, which culminated  
22 in a lawsuit styled *Cody Furrow v. State Farm Mutual Automobile Insurance Company, et al*, currently  
23 pending in the United States District Court, District of Nevada, Case No. 2:18-cv-01776-JCM-PAL.  
24 Plaintiff is represented by the Richard Harris Law Firm. State Farm is represented by Hall Jaffe & Clayton,  
25 LLP.

26 The following terms and conditions of this Agreement will become effective upon the signature by  
27 the Parties and the execution and filing of the same by this Court.

28 1. State Farm issued a policy of automobile insurance, which provides, among other coverages,

1 uninsured motorist (“UIM”) coverage of up to \$50,000 “each person,” subject to all terms, conditions,  
2 limitations of the policy and any applicable offsets.

3         2.         In an effort to resolve all disputes and controversies between the Parties arising out of and  
4 relating to the subject automobile accident and subsequent claims handling, the Parties have agreed to  
5 remand this case from federal court to state court; dismiss any/all extra-contractual claims (e.g., unjust  
6 enrichment, bad faith, violations of NRS 686A.310, expectation damages, consequential damages, punitive  
7 damages, etc.); cap all damages and exposure related to State Farm at \$50,000, which is the limit of UIM  
8 coverage available to Plaintiff, after all applicable offsets; and allow the case to proceed through Nevada’s  
9 court annexed arbitration program. The Parties agree and understand that after any arbitration award or  
10 decision is rendered, the Parties have reserved their rights to appeal the award or decision by timely filing  
11 for a trial de novo, and having the matter resolved under Nevada’s “short jury trial” program, although the  
12 damages will still remain capped at \$50,000.

13         3.         Because the amount in controversy is capped at \$50,000, there no longer exists any amount  
14 in controversy sufficient for this Court to exercise jurisdiction over the case and, as such, the case will be  
15 remanded to the Eighth Judicial District Court, District of Nevada, Case No. A-18-778274-C, Dept. 32.  
16 Once the case has been remanded, the Parties will coordinate with each other to have the matter placed  
17 in the Court Annexed Arbitration Program at the earliest point possible.

18         4.         Plaintiff, through this Agreement, agrees to dismiss with prejudice any all claims, which are  
19 pled or could have been pled against State Farm as it relates to its claims handling and decision-making,  
20 including any/all claims seeking extra-contractual recovery (e.g., unjust enrichment, bad faith, violations of  
21 NRS 686A.310, expectation damages, consequential damages, punitive damages, etc.). In other words, **the**  
22 **only claim** that survives this Agreement involves Plaintiff’s contractual legal entitlement, if any, to the UIM  
23 proceeds available under the policy, subject to the \$50,000 “each person” UIM limit.

24         5.         No attorneys fees or costs shall be awarded with respect to the removal of this case to federal  
25 court and the subsequent remand.

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1           6.       This Agreement is binding on the Parties, their heirs, executors, administrators, personal  
2 representatives, legal representatives, and other such persons or entities.

3 DATED this \_\_\_\_ day of September, 2018.

DATED this \_\_\_\_ day of September, 2018.

4 HALL JAFFE & CLAYTON, LLP

THE RICHARD HARRIS LAW FIRM

5       /s/ Riley A. Clayton  
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8 *Attorney for Defendant*

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Las Vegas, Nevada 89101  
9 *Attorneys for Plaintiff*

10                               **ORDER**

11                               **IT IS SO ORDERED.**

12                               September 27, 2018.  
13 Dated: \_\_\_\_\_.

14                                 
15                                 
16 UNITED STATES DISTRICT COURT JUDGE